

**Staff
Summary
Report**

**To: Mayor & City Council
Through: City Manager**

Agenda Item Number 16
Meeting Date: 12/13/01

**SUBJECT: LICENSE AGREEMENT WITH SALT RIVER VALLEY WATER
USERS' ASSOCIATION (SRP).**

PREPARED BY: James R. Cristea, Engineering Supervisor, Land Services (350-8417)

REVIEWED BY: Neil Mann, Deputy Public Works Manager (350-8200)

BRIEF: Authorize the Mayor to execute a license with Salt River Valley Water Users' Association (SRP).

COMMENTS: SALT RIVER VALLEY WATER USERS' ASSOCIATION (0811-13)
Salt River Project has requested the City of Tempe to sign a license for the installation of a golf bridge across the Western Canal.

Document Name: (20011213PWDR11) Supporting Documents: Yes

SUMMARY: As part of the SRP Kyrene Generating Facility upgrade SRP will be constructing a golf bridge at their expense over the Western Canal. Among other considerations, one purpose of the bridge is to decrease pedestrian and golf cart traffic across the existing bridge to the Ken McDonald golf course that currently crosses the Western Canal. The current bridge also handles vehicular traffic. In order for SRP to construct the bridge, a license from SRP to the City of Tempe needs to be issued. This is a request to authorize the Mayor to sign such a license.

RECOMMENDATION:

That the City Council authorize the Mayor to sign the License Agreement, a copy of which is attached to this Staff Summary.

Approved by: Glenn Kephart, Public Works Director



**SALT RIVER PROJECT
LICENSE TO USE RIGHT-OF-WAY**

1 OF 3

DATE: November 29, 2001

LICENSE #: 0100264

The Salt River Valley Water Users' Association (hereinafter referred to as Salt River Project) hereby grants a License to install facilities within the right-of-way of the Salt River Project for the following purpose(s):

GOLF BRIDGE INSTALLATION

The Licensee, having read and understood the Special Conditions below (and attached) and the General Conditions, agrees to these conditions for the installation at the following location(s):

CANAL GOLF BRIDGE----- WESTERN CANAL WEST OF RURAL ROAD
(21.75E - 1.5S) Approximately the 16/14 corner of Section 10, T1S-R4E

SPECIAL CONDITIONS

A. CONSTRUCTION ITEMS:

<u>QUANTITY</u>	<u>ITEM</u>
1.....	Canal Golf Bridge

B. DRAWINGS:

<u>PROJECT</u>	<u>CONSULTANT</u>
KMGC, Western Canal Golf Bridge	Stanley Consultants, Inc.

ISSUED BY: Susana Ortega
SRP Water Engineering, (602) 236-5799

CITY OF TEMPE
Licensee

P.O. Box 5002
Address

ACCEPTED:
Licensee (Owner/Agent)

Tempe, AZ 85281
City, State Zip

Please remit your permit fee and signed document to:
Salt River Project
P.O. Box 52025
Phoenix, Arizona 85072-2025
Water Engineering/PAB 106

WARNING:

Licensee's contractor must have a copy of this construction license on the job sitewhile working around irrigation facilities. Failure to comply will result in a temporary shut down of that portion of construction until proof of a valid construction license has been established.

**SALT RIVER PROJECT
LICENSE TO USE RIGHT-OF-WAY**

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DATE: November 29, 2001

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C. SPECIFICATIONS:

1. Canal Golf Bridge to be installed per approved plans by SRP engineer, Bob Gooch, November 29, 2001.

D. NOTICE TO PROCEED:

The contractor is required to notify the SRP inspector a minimum of 72 hours before starting any construction in or around SRP irrigation facilities. A pre-construction meeting may be necessary, for scheduling purposes, if the work covered by this license requires a *dry-up* of the irrigation system. **Issuance of this license does not guarantee a dry-up due to seasonal water demands.**

SRP Inspector: John Evans (602) 236-5664

E. BLUESTAKE:

Prior to construction, the contractor shall contact Bluestake (602-236-1100) and such other locators/utilities as needed to locate and flag all existing underground utilities.

F. DUST CONTROL:

The Licensee's contractor assumes sole responsibility for obtaining a dust control permit and complying with any required dust control plan pursuant to Maricopa County Environmental Services Rule 310.

G. ARCHAEOLOGICAL:

As required by federal law, state law and SRP Archaeological Policy 8-70-1, any cultural remains, both historical and pre-historical, or fossil remains, discovered during construction, must be immediately reported to the inspector.

**SALT RIVER PROJECT
LICENSE TO USE RIGHT-OF-WAY**

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DATE: November 29, 2001

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GENERAL CONDITIONS

1. Licensee warrants and represents that he is qualified to perform, or will contract with qualified parties to perform, the undertaking which is the subject of the license.
2. Licensee agrees to obtain such other licenses, permits and agreements as may be required by other governing bodies having jurisdiction over the location which is the subject hereof.
3. Licensee agrees that any work in the Salt River Project right-of-way shall be completed and maintained in conformity with all applicable safety standards and regulations, and in a manner to avoid the creation of potentially dangerous conditions and harm to others.
4. Failure to obtain a specific construction clearance from the designated Salt River Project department will automatically void this license and subject Licensee to liability for any resulting damage to the property of others, including, though not limited to, that of the Salt River Project. If a construction clearance is not obtained and subsequent damage to Licensee's unauthorized installation occurs, Licensee agrees to waive all rights and claims for such damage and to assume sole responsibility for same. NOTE: A construction clearance does not necessarily assure a dryup.
5. In the event that said installation does not comply with the specifications and conditions stated herein or upon revocation of the license, Licensee shall remove at his sole cost, within ninety (90) days after written notice, any improvements or installations placed on said right-of-way pursuant to this license, and restore the irrigation facilities to the satisfaction of Salt River Project. In the event that Salt River Project determines that the irrigation facilities must be restored immediately for operational purposes, or Licensee fails to remove the installations or improvement within the time specified above or restore the irrigation facilities, the Salt River Project may remove the installations from the said right-of-way and/or restore the irrigation facilities, and the cost so incurred (as solely and conclusively determined by the Salt River Project) shall be paid by Licensee within ten (10) days after receipt of a statement of such cost. Licensee hereby releases the United States of America, the Salt River Valley Water Users' Association, and the Salt River Project Agricultural Improvement and Power District from all claims for damages that may result to the Licensee or others by reason of such removal.
6. Should any Salt River Project facilities be damaged by Licensee, such facilities shall be repaired at Licensee's expense, to the satisfaction of Salt River Project. Salt River Project reserves the right, depending upon the nature and extent of the damage, to make such repairs and bill Licensee for all costs associated therewith.
7. Licensee shall be liable for any and all damages to the property of the United States of America, Salt River Project Agricultural Improvement and Power District, or any other party or parties by reason of the exercise of the privilege herein granted to Licensee. Licensee agrees to indemnify and hold harmless the United States of America, the Salt River Valley Water Users' Association, and the Salt River Project Agricultural Improvement and Power District, against any claims, actions, costs, expenses, or other liabilities for property damage or personal injuries in any way caused by or related to the exercise of rights herein granted, except those caused solely and exclusively by the negligence of the Salt River Project. Licensee understands and agrees that he enters upon the property of Salt River Project at his own risk.
8. Should Licensee fail to start construction within one (1) year following execution of this license, this license is automatically revoked and terminated, and Licensee shall secure a new license to construct the installation under conditions and specifications then in force.
9. All facilities installed pursuant to this license are subject to inspection and approval by agents of the Salt River Project and must comply with the specifications and conditions listed on both sides of this form (and attached). Said inspection, however, is not intended nor understood to be or constitute more than a determination that the specifications set forth herein have been complied with by Licensee and is not to be considered as an approval or ratification by Salt River Project of the quality or fitness of Licensee's improvements.
10. Licensee agrees to keep in proper maintenance and repair any facilities placed with said right-of-way.
11. This license shall continue in effect so long as it is considered to be expedient as conclusively determined by Salt River Project and shall be revocable within ninety (90) days after written notice is sent to Licensee.
12. Licensee shall move or modify any facility constructed in the Salt River Project right-of-way at its sole expense if at any time the existence of said facility conflicts with the maintenance of, or future installations of Salt River Project's facilities.
13. It is mutually understood that Salt River Project may have only easement rights to the right-of-way covered by this license, and consent by the record owner of the underlying fee title to the land is not to be implied.